

Filed for record at the request of
and after recording, return to:
Stewart Title Guaranty Company
1420 Fifth Avenue, Suite 440
Seattle, WA 98101
Attn: Vicki Coats
File No. T2017-555



201806180126

06/18/2018 11:57 AM Pages: 1 of 6 Fees: \$203.00
Skagit County Auditor

Land Title and Escrow
01-167413-S

Document: PARTIAL ASSIGNMENT AND ASSUMPTION OF
EASEMENT RIGHTS

Recording Reference #: 9403110057

Grantor: WEYERHAEUSER COMPANY, a Washington corporation,
successor by merger to Weyerhaeuser Columbia Timberlands LLC,
which was successor by merger to Longview Timberlands, LLC

Grantee: Nancy A. Shimeall, an individual

Abbreviated Legal: Ptns. of Sections 20 and 21, T35N, R7E, Skagit County,
Washington.

Assessor's Parcel Numbers: P43072, P43105

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

JUN 18 2018

Amount Paid \$
Skagit Co. Treasurer
By *YLM* Deputy

**PARTIAL ASSIGNMENT AND ASSUMPTION
OF EASEMENT RIGHTS**

This Partial Assignment and Assumption of Easement Rights (this "Partial Assignment"), is effective this 15 day of June, 2018, by WEYERHAEUSER COMPANY, a Washington corporation, successor by merger to Weyerhaeuser Columbia Timberlands LLC, which was successor by merger to Longview Timberlands, LLC, whose address is 220 Occidental Avenue South, Seattle, Washington 98104, hereinafter called "Assignor" and NANCY A. SHIMEALL, whose address is 6634 159th Avenue NE, Redmond, WA 98052, herein referred to as "Assignee".

WITNESSETH

WHEREAS, John Hancock Mutual Life Insurance Company and Hurn Shingle Company, Inc. are parties to that certain Reciprocal Forest Road Easement recorded under Recording No. 9403110057 in the records of Skagit County, Washington (the "Easement"). Assignor is successor in interest to John Hancock Mutual Life Insurance Company under the Easement.

WHEREAS, Assignor, as Grantor, conveyed to Assignee, as Grantee, certain property described on **Exhibit A** attached hereto and incorporated herein by this reference (the "Sale Property"); and

WHEREAS, Assignor and Assignee desire that Assignor partially assign its rights and obligations in the Easement and Assignee desires to assume the same.

NOW, THEREFORE, the parties hereto, for consideration already paid in the above said conveyance, hereby agree as follows:

1. Assignor assigns, transfers, and sets over to Assignee, without warranty, Assignor's right, title and interest in, to and under Assignor's access rights described in the Easement, to access the Sale Property and none other; provided, however, that Assignor retains for itself, its successors and assigns, the rights and obligations in and to the Easement to access its property.

2. Assignee hereby accepts this Partial Assignment and assumes and agrees to be bound by and perform all obligations and liabilities arising under the Easement after the date of this Partial Assignment.

3. Assignee hereby indemnifies and holds harmless Assignor from and against any and all claims, causes of action or damages (including attorney's fees, expenses of litigation and costs of appeal), if any, arising out of Assignee's assumption of Assignor's rights and obligations pursuant to the Easement which arise after the date hereof. Assignor hereby indemnifies and holds harmless Assignee from and against any and all claims, causes of action or damages (including attorney's fees, expenses of litigation and costs of appeal), if any, arising out of liabilities incurred or Assignor's failure to perform any condition or covenant of the Easement which arose prior to the date hereof.

4. This Partial Assignment shall be interpreted and construed under the laws of the State of Washington.

[Signatures on the following two pages]

EXHIBIT A to the Partial Assignment

Sale Property

Skagit County, Washington

The East $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 20, Township 35 North, Range 7 East, W.M.

Situate in the County of Skagit, State of Washington.